

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Gary L. GRIFFITHS et al.

Application No.: 10/706,852

Filed: November 12, 2003

For: ANTI-CD74 IMMUNOCONJUGATES AND METHODS

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Group Art Unit: 1642

Examiner: To Be Assigned

**REVOCATION OF POWER OF ATTORNEY
APPOINTMENT OF NEW AGENT
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Honorable Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned, who is the Assignee and/or authorized to act on behalf of the Assignee of the identified application, hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office therewith.

I hereby appoint the following registered practitioners, and all registered practitioners listed at customer number **26633**:

Paul M. Booth, Ph.D., Reg. No. 40,244; Daniel L. Girdwood, Reg. No. 52,947; Patricia D. Granados, Reg. No. 33,683; Robert M. Hansen, Reg. No. 43,656; Stephen D. Huang, Reg. No. 45,304; John P. Isacson, Reg. No. 33,715; Ronald J. Kamis, Reg. No. 41,104; Johnny A. Kumar, Reg. No. 34,649; ShawnMarie Mayrand-Chung, Reg. No. 48,986; Marvin A. Motsenbocker, Reg. No. 36,614; Colin G. Sandercock, Reg. No. 31,298; and Jay Sitlani, Reg. No. 48,489

with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith. In addition please direct all correspondence to the address at the following customer number: **26633**

Heller Ehrman White and McAuliffe LLP
1666 K Street, N.W., Suite #300
Washington, D.C. 20006
Tel: (202) 912-2000
Fax: (202) 912-2020

Respectfully submitted,

HELLER EHRMAN WHITE & MCAULIFFE LLP

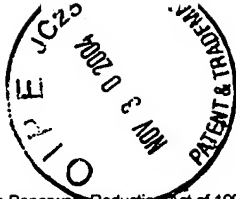
A handwritten signature in black ink, appearing to read 'P. Booth', written over a horizontal line.

Paul M. Booth, Ph.D.
Registration No. 40,244

Date: November 29 2004

1666 K Street, N.W., Suite #300
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PMB/ejb



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Gary L. Griffiths et al.

Application No./Patent No.: 10/706,852 Filed/Issue Date: November 12, 2003

Entitled: ANTI-CD74 IMMUNOCONJUGATES AND METHODS

Immunomedics, Inc. a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office on June ____, 2004 at Reel ____, Frame ____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

November 29, 2004
Date

[Signature]
Signature

Paul M. Booth, Ph.D, Reg. No. 40,244

Typed or printed name

Agent of Record

Title

ASSIGNMENT AND AGREEMENT

WHEREAS, Gary L. Griffiths, Hans J. Hansen, David M. Goldenberg, and Bo B. Lundberg (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ANTI-CD74 IMMUNOCONJUGATES AND METHODS** for which an application for United States Letters Patent was filed on November 12, 2003 as Application No. 10/706,852; and

WHEREAS, IMMUNOMEDICS, INC., having its principal place of business at 300 American Road, Morris Plains, New Jersey 07950 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.


ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Heller Ehrman White & McAuliffe** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Heller Ehrman White & McAuliffe** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTORS		
Name: Gary L. Griffiths	Signature:	Date:
Name: Hans J. Hansen	Signature:	Date:
Name: David M. Goldenberg	Signature:	Date:
Name: Bo B. Lundberg	Signature: 	Date: 060904

ASSIGNMENT AND AGREEMENT

WHEREAS, Gary L. Griffiths, Hans J. Hansen, David M. Goldenberg, and Bo B. Lundberg (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ANTI-CD74 IMMUNOCONJUGATES AND METHODS** for which an application for United States Letters Patent was filed on November 12, 2003 as Application No. 10/706,852; and

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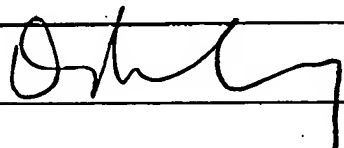
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NAMES AND SIGNATURES OF INVENTORS		
Name: Gary L. Griffiths	Signature: 	Date: 5/25/04
Name: Hans J. Hansen	Signature:	Date:
Name: David M. Goldenberg	Signature: 	Date: 5/27/04
Name: Bo B. Lundberg	Signature:	Date:

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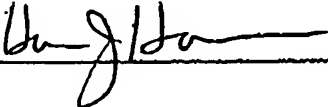
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Name: Gary L. Griffiths	Signature:	Date:
Name: Hans J. Hansen	Signature: 	Date: 15 June 04
Name: David M. Goldenberg	Signature:	Date:
Name: Bo B. Lundberg	Signature:	Date:



PTO/SP-106 (12-03)
Approved for use through 11/30/2005, OMB 0651-0036
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

26633

☒

Practitioners associated with the Customer Number:

OR

☐

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

IMMUNOMEDICS, INC
300 American Rd.
Morris Plains, NJ 07950

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	David M. Goldenberg, Esq., M.D.	Date	4-24-04
Signature		Telephone	973.605.8200
Title	Chairman & Chief Strategic Officer		

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO in process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. This will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.